

**ORDER****BY****THE COUNTY JUDGE OF TRAVIS COUNTY****County Judge Order No. 2021-10 Relating to Notices to Vacate, Eviction Proceedings
in response to COVID-19**

Whereas, on March 6, 2020, a Declaration of Local Disaster was issued by the Travis County Judge to allow the County of Travis ("County" or "Travis County"), Texas to take measures to reduce the possibility of exposure to COVID-19 and promote the health and safety of Travis County residents; and

Whereas, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott to take additional steps to prepare for, respond to, and mitigate the spread of COVID-19 to protect the health and welfare of Texans; and

Whereas, the COVID-19 virus is contagious and spreads through person-to-person contact, especially in group settings; and

Whereas, on March 27, 2020, the President signed the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) (Public Law 116-136) that provides forbearance opportunities for property owners with a federally backed mortgage loan or federally backed multi-family mortgage loan; and

Whereas, on September 4, 2020, the Centers for Disease Control and Prevention (CDC), Department of Health and Human Services issued a Temporary Halt in Evictions to Prevent the Further Spread of COVID-19 ("CDC Order"), effective through December 31, 2020 and thereafter extended the deadlines through July 31, 2021, and that required the filing of a declaration related to inability to pay rent; and

Whereas, on January 5, 2021, the US Department of Treasury launched a \$25 billion dollar Rental Assistance Program, established by the Consolidated Appropriations Act of 2021, which will provide payments to assist low-income households impacted by COVID-19 with rent and utility/home energy costs; and

Whereas, beginning on April 10, 2020, the County Judge issued County Judge Order Nos. 2020-06, 2020-09, 2020-10, 2020-15, 2020-17, 2020-19, 2020-20, 2020-22, 2021-01, 2021-03, 2021-04, 2021-06, 2021-07, that prohibited certain actions of landlords in order to reduce the spread of COVID-19 and to decrease opportunities for person-to-person contact; and

Whereas, on July 30, 2021, the County Judge issued Order No. 2021-07, continuing the County Judge Order until October 15, 2021, and providing some conditions under which a landlord could issue a notice to vacate for failure to pay rent; and

Whereas, on October 15, 2021, Justices of the Peace in Travis County issued Fourteenth Modification of Standing Order regarding Coronavirus Disease (COVID-19) Mitigation, Order

No. 17 ("Justices of the Peace Standing Order," attached as **Exhibit B**), abating certain non-payment of rent eviction cases until December 31, 2021; and

Whereas, the transmission of COVID-19 remains a threat to the health and safety of the Travis County community; and

Whereas, to comply with the Health Authority's recommendations and other COVID-related health protocols; and to avoid person-to-person contact, individuals may be unable to work, which will impact a tenant's ability to pay rent, fees, or other charges associated with the tenant's lease;

Whereas, COVID-19 continues to menace the health of County residents and the economy, and the Health Authority has advised on the need for continued vigilance by individuals and County businesses in following the recommended health protocols and guidance; and

Whereas, the County Judge has determined that extraordinary emergency measures must be taken to try and mitigate the effects of this public health emergency, prevent the transmission of the disease and to facilitate a response to the public health threat; and

Whereas, there are local orders and ordinances specific to the City of Austin regarding notices to vacate and evictions for properties within the jurisdiction of the City of Austin that attempt to mitigate the effects of this public health emergency and facilitate a response to the public health threat, and which can be obtained from the City of Austin to determine applicability; and

Whereas, pursuant to Government Code section 418.108(g), a County Judge is authorized to control ingress and egress from a local disaster area, and control the movement of persons and the occupancy of premises in that disaster area; and

Whereas, providing a notice to vacate, as the first step to an eviction proceeding, during the disaster period will destabilize the economy and will contribute to additional person-to-person contact; and

Whereas, significant funds, including \$10.7 million in federal relief funding designated for an emergency rental assistance program, have been allocated in Travis County to assist renters and landlords to mitigate financial burdens to both parties; and

Whereas, removing a tenant's property or excluding a tenant during the disaster period will contribute to additional person-to-person contact, an increase in household crowding, such as shared household settings or in congregate settings (homeless shelters), or unsheltered homelessness, and increase the risk of spread; and

Whereas, because of these adverse effects resulting from evictions during the disaster period, the County Judge finds it in the best interests of the public's health to extend the emergency order related to Notices to Vacate and Eviction Proceedings for additional periods as specified in this Order.

NOW THEREFORE, I, COUNTY JUDGE OF TRAVIS COUNTY, PURSUANT TO THE AUTHORITY VESTED BY TEXAS GOVERNMENT CODE CHAPTER 418, HEREBY FIND AND ORDER THAT:

SECTION 1. That the findings and recitations set out in the preamble to this Order are found to be true and correct and made a part of this Order for all purposes; and further, that this Order shall apply to all individuals currently living within Travis County, including but not limited to all of the cities and municipalities within the boundaries of Travis County and specifically listed in **Exhibit A**.

SECTION 2. Effective October 16, 2021 and continuing through October 31, 2021, unless terminated or modified by a subsequent order, the County Judge deems it in the public interest to **PROHIBIT**, except as otherwise provided in this subsection, the issuance of Notices to Vacate for non-payment of rent to a: (i) residential tenant who fails to pay rent and the amount of the tenant's rent is \$2,475 or less per month, or (ii) a commercial tenant as defined in Section 6.

A landlord may issue a notice to vacate to a tenant described in this subsection if:

- (1) the actions of the tenant, or the tenant's household members, customers, employees, or guests, pose an imminent threat of (a) physical harm to the property owner, the property owner's employees, or other tenants, including other tenants within the household; (b) criminal activity; (c) property damage that interferes with the use a dwelling that is occupied by other tenants; or (d) willful destruction of property;
- (2) an insured casualty loss such as fire, smoke, hail, explosion, or a similar cause creates a condition that makes the residential premises totally unusable;
- (3) the property at issue is the subject of a homestead exemption and the name on the homestead exemption matches the landlord's name; or
- (4) a residential tenant owes an amount of rent that exceeds the total of three (3) months rent that was due on or after April 1, 2020; and as declared on the Verification of Compliance attached as **Exhibit C**, that:
 - (a) the landlord has exhausted all Rental Assistance Remedies (as defined in Section 6 (f)); or
 - (b) either the landlord or tenant is not eligible for any Rental Assistance Remedies;
and
 - (c) The landlord notified tenant that an application for Rental Assistance Remedies was submitted within seven (7) days from the date of application.

SECTION 3. Effective November 1, 2021 and continuing through November 30, 2021, unless terminated or modified by a subsequent order, the County Judge deems it in the public interest to **PROHIBIT**, except as otherwise provided in this subsection, the issuance of Notices to Vacate for non-payment of rent to a: (i) residential tenant who fails to pay rent and the amount of the tenant's rent is \$2,475 or less per month, or (ii) a commercial tenant as defined in Section 6.

A landlord may issue a notice to vacate to a tenant described in this subsection if:

- (1) the actions of the tenant, or the tenant's household members, customers, employees, or guests, pose an imminent threat of (a) physical harm to the property owner, the property owner's employees, or other tenants, including other tenants within the household; (b) criminal activity; (c) property damage that interferes with the use a dwelling that is occupied by other tenants; or (d) willful destruction of property;
- (2) an insured casualty loss such as fire, smoke, hail, explosion, or a similar cause creates a condition that makes the residential premises totally unusable;
- (3) the property at issue is the subject of a homestead exemption and the name on the homestead exemption matches the landlord's name; or
- (4) a residential tenant owes an amount of rent that exceeds the total of one (1) month rent that was due on or after April 1, 2020; and as declared on the Verification of Compliance attached as **Exhibit C**, that:
 - (a) the landlord has exhausted all Rental Assistance Remedies (as defined in Section 6 (f)); or
 - (b) either the landlord or tenant is not eligible for any Rental Assistance Remedies; and
 - (c) The landlord notified tenant that an application for Rental Assistance Remedies was submitted within seven (7) days from the date of application.

SECTION 4. Effective December 1, 2021 and continuing through December 31, 2021, unless terminated or modified by a subsequent order, the County Judge deems it in the public interest to **PROHIBIT**, except as otherwise provided in this subsection, the issuance of Notices to Vacate for non-payment of rent to a: (i) residential tenant who fails to pay rent and the amount of the tenant's rent is \$2,475 or less per month or (ii) a commercial tenant.

A landlord may issue a notice to vacate to a tenant described in this subsection if:

- (1) the actions of the tenant, or the tenant's household members, customers, employees, or guests, pose an imminent threat of (a) physical harm to the property owner, the property owner's employees, or other tenants, including other tenants within the household; (b) criminal activity; (c) property damage that interferes with the use a dwelling that is occupied by other tenants; or (d) willful destruction of property;
- (2) an insured casualty loss such as fire, smoke, hail, explosion, or a similar cause creates a condition that makes the residential premises totally unusable;
- (3) the property at issue is the subject of a homestead exemption and the name on the homestead exemption matches the landlord's name; or

(4) the residential tenant owes rent that was due on or after April 1, 2020, and, as declared on the Verification of Compliance attached as **Exhibit C**, that:

- (a) the landlord has exhausted all Rental Assistance Remedies (as defined in Section 6 (g)); or
- (b) either the landlord or tenant is not eligible for any Rental Assistance Remedies; and
- (c) the landlord notified the tenant that an application for Rental Assistance Remedies was submitted within seven (7) days from the date of application.

SECTION 5. Effective October 16, 2021 and continuing through December 31, 2021, unless terminated or modified by a subsequent Order, the County Judge deems it in the public interest to **PROHIBIT** the removal of property or exclusion of a tenant by a property owner in the manners described in the applicable sections of the Texas Property Code.

SECTION 6. In this Order,

- a. **“Commercial Tenant”** means a tenant who operates a childcare business, live-music venue, arts venue, or restaurant/bar.
- b. **“Issuance”** means any method of providing notice authorized by Texas Property Code Section 24.005.
- c. **“Notices to Vacate”** means the notice to vacate required by Section 24.005 that must be provided prior to filing eviction suit.
- d. **“Rent”** means the amount due per rental pay period for a housing-related payment but does not include late fees, penalties or other charges.
- e. **“Rental Assistance Remedies”** means the rental assistance programs: Texas Rent Relief Program by the State, Travis County Emergency Rental Assistance Program (ERAP), and City of Austin’s Relief of Emergency Needs for Tenants (RENT).
- f. **“Exhausted”** means between October 16, 2021 and November 30, 2021 that all applications for all available Rental Assistance Remedies have been denied or are still pending after 45 days as follows for named Rental Assistance Remedies:
 - i. County’s Emergency Rental Assistance Program (ERAP): Applications have been denied or are still pending 45 days from the email notice sent by the Travis County Emergency Rental Assistance Team confirming that the preliminary Landlord application has been received.
 - ii. City of Austin’s Relief of Emergency Needs for Tenants (RENT): Applications have been denied or are still pending after 45 days from the date of application.

- iii. State of Texas Rent Relief Program: Applications have been denied or are still pending after 45 days from the date of application.
- g. **Exhausted** means between December 1, 2021 and December 31, 2021 that all applications for all available Rental Assistance Remedies have been denied or are still pending after 28 days as follows for named Rental Assistance Remedies:
 - i. County's Emergency Rental Assistance Program (ERAP): Applications have been denied or are still pending 28 days from the email notice sent by the Travis County Emergency Rental Assistance Team confirming that the preliminary Landlord application has been received.
 - ii. City of Austin's Relief of Emergency Needs for Tenants (RENT): Applications have been denied or are still pending after 28 days from the date of application.
 - iii. State of Texas Rent Relief Program: Applications have been denied or are still pending after 28 days from the date of application.
- h. **"Willful destruction of property"** means willfully damaging the dwelling unit or rental property.

SECTION 7. That the Travis County Sheriff's Office, the Travis County Fire Marshal's Office, and other peace officers, are hereby authorized to enforce this Order. A violation of this order may be punishable through criminal or civil enforcement. A criminal violation of this order is a misdemeanor punishable by a fine not to exceed \$1,000, but not by confinement. A criminal violation of this order may be enforced by issuing a citation to the person violating, that contains the name and address of the person charged, and the offense charged.

SECTION 8. The Travis County Clerk will post this Order on their website. In addition, the owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public asking for a copy.

SECTION 9. Savings Clause. If any provision of this Order or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

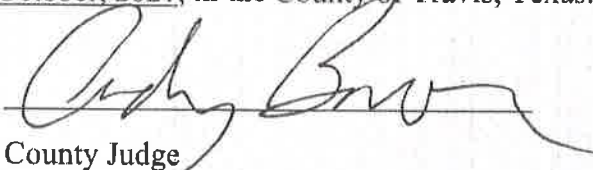
SECTION 10. This Order incorporates by reference the following:

Exhibit A: List of Cities and Municipalities Within Travis County Jurisdiction Covered by this Order

Exhibit B: Justices of the Peace Standing Order

Exhibit C: Verification of Compliance as attached to the Justices of the Peace
Order

ORDERED this the day of October, 2021, in the County of Travis, Texas.



County Judge
County of Travis, Texas

Filed with the Clerk of Travis County, this 15th day of October, 2021.




Dana DeBeauvoir, County Clerk

Exhibit A

List of Cities and Municipalities Within Travis County Jurisdiction Covered by the Order

- City of Bee Cave
- City of Cedar Park
- City of Creedmoor
- City of Elgin
- City of Jonestown
- City of Lago Vista
- City of Lakeway
- City of Leander
- City of Manor
- City of Mustang Ridge
- City of Pflugerville
- City of Rollingwood
- City of Round Rock
- City of Sunset Valley
- City of West Lake Hills
- Village of Briarcliff
- Village of Point Venture
- Village of San Leanna
- Village of The Hills
- Village of Volente
- Village of Webberville

Exhibit B

Judge Yvonne M. Williams
J.P. Precinct One
4717 Heflin Lane, Ste 107
Austin, TX 78721
(512) 854-7700



Travis County Justices of the Peace

Judge Randall Stagle
J.P. Precinct Two
10409 Burnet Rd., Ste 180
Austin, TX 78758
(512) 854-4545

Judge Nicholas Chu
J.P. Precinct Five
1000 Guadalupe St., Rm 112
Austin, TX 78701
(512) 854-9049

Judge Sylvia Holmes
J.P. Precinct Three
8656 BW Hwy 71, Ste 100
Austin, TX 78735
(512) 854-6763

Judge Raul A. González
J.P. Precinct Four
4011 McKinney Falls Pkwy, Ste 1200
Austin, TX 78744
(512) 854-9479

FOURTEENTH MODIFICATION OF STANDING ORDER REGARDING CORONAVIRUS DISEASE (COVID-19) MITIGATION TO ALL TRAVIS COUNTY JUSTICES OF THE PEACE (JUSTICE COURTS) (Order No. 17)

1. The Justices of the Peace in Travis County issue this order pursuant by the authority granted by law, by all emergency orders regarding the COVID-19 state of disaster issued by the Supreme Court of Texas and Court of Criminal Appeals of Texas, and any applicable federal laws and orders. The Travis County Justices of the Peace issue the following order to avoid risk to court staff, parties, attorneys, jurors, and the public in regards to COVID-19.
2. This order supplements all previous COVID-19 related standing orders from the Travis County Justices of the Peace.
3. Due to the continued COVID-19 disaster declarations by the federal, state, and Travis County governments; the number of COVID-19 cases in the Austin-Travis County area; relevant gubernatorial executive orders; relevant Travis County Judge's Orders; the relevant Supreme Court of Texas emergency orders, the Justices of the Peace in Travis County find it necessary to order:
 - a. Effective October 15, 2021 and until after December 31, 2021, a trial under Texas Rules of Civil Procedure 510.7 in a residential eviction case is automatically abated until after December 31, 2021 if:
 - i. The grounds for eviction are solely for non-payment of rent and meet the requirements of (A) and (B):
 - A. The defendant's/tenant's portion of the monthly rent of the premises is less than \$2,475.00 a month, and

- B. It is alleged that the tenant owes an amount of rent less than the total of two (2) months rent.
 - C. All other eviction cases may proceed to trial.
 - D. A Justice Court can set an abated eviction case for pretrial to discuss the Texas Eviction Diversion Program, handle matters that may be dispositive as a matter of law, or any other pretrial matter in the opinion of the Justice Court.
- b. A party must request, for an eviction case that is abated under this order, had been abated under this order, or had been abated under a previous order, to set the case for trial under Texas Rules of Civil Procedure 510.7 if the circumstances for the abatement no longer apply.
- i. If a party does not make the request, then the Justice Court may continue to not set the case for trial until a request is made.
 - ii. If it appears that the circumstances for the abatement no longer apply, a Justice Court may send notice to the parties in an eviction case that does not have a trial setting that the parties have 10 days from the date of the notice to request a trial setting or else the case will be dismissed for want of prosecution. After the 10th day if no request for a trial setting has been made then the Justice Court may dismiss the case for want of prosecution.
- c. If a plaintiff/landlord has certified by sworn affidavit/unsworn declaration under penalty of perjury that the plaintiff/landlord has exhausted all Rental Assistance Remedies, then the Justice Court will give priority to that case for a trial setting after the abatement from this order expires over residential eviction cases that had not certified by sworn affidavit/unsworn declaration under penalty of perjury that the plaintiff/landlord has exhausted all Rental Assistance Remedies.
- i. "Rental Assistance Remedies" means the rental assistance programs: Texas Rent Relief Program by the State, Travis County Emergency Rental Assistance Program (ERAP), or City of Austin's Relief of Emergency Needs for Tenants (RENT).
 - ii. "Exhausted" means that all applications for all available Rental Assistance Remedies have been denied.

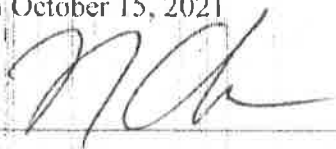
- iii. If the Justice Court finds that the plaintiff/landlord provided a false sworn affidavit/unsworn declaration under penalty of perjury that the plaintiff/landlord has exhausted all Rental Assistance Remedies, then the Justice Court may issue any appropriate sanction for the false statement, including dismissal of the case with prejudice.
 - d. For residential eviction cases heard after October 1, 2020, if a Justice Court finds that the plaintiff/landlord has alleged grounds for the eviction case other than non-payment of rent/housing payments as a pretext to circumvent paragraph 3 of this order or past orders, the Justice Court shall abate or dismiss the case. The Justice Court may also sanction the plaintiff/landlord or its agents for the pretextual filing.
4. In any action for eviction to recover possession of residential property under Chapter 24 of the Texas Property Code and Rule 510 of the Texas Rules of Civil Procedure:
- a. A sworn original, amended, or supplemental petition containing "a description of the facts and grounds for eviction" required by Texas Rule of Civil Procedure 510.3(a)(2) must state whether or not:
 - i. The premises are a "covered dwelling" subject to Section 4024 of the CARES Act;
 - ii. The plaintiff/landlord has provided the defendant with 30 days' notice to vacate under Sect 4024(c) of the CARES Act;
 - iii. The premises are a property securing an FHA-insured Single Family mortgage;
 - iv. The landlord has exhausted all available Rental Assistance Remedies as defined in paragraph 3(b)(i)(B) of this order;
 - v. That either the landlord or tenant is not eligible for any Rental Assistance Remedies as defined in paragraph 3(c)(i) of this order;
 - vi. That the landlord has a pending application for any Rental Assistance Remedies as defined in paragraph 3(c)(i);
 - vii. The premises are subject to a homestead exemption and the name on the homestead exemption matches the plaintiff/landlord's name;

- viii. The premises are in the City of Austin and if in the City of Austin whether a notice of proposed eviction was given prior to the issuance of a notice to vacate consistent the Austin municipal ordinance for unpaid rent eviction cases.
- b. Plaintiffs/landlords in all residential eviction cases are required to file with the Justice Court, and serve on the defendants/tenants, a sworn affidavit/or unsworn declaration under penalty of perjury verifying the information required in paragraph 4a if that information is not apparent in the sworn original petition.
 - i. A Justice Court may dismiss without prejudice due to an insufficient pleading, any eviction case covered under paragraph 4 after the Justice Court has provided notice to both parties that the information required in paragraph 4 is potentially missing and giving the plaintiff/landlord at least 14 days to cure the pleading.
 - ii. Filing with the Justice Court a sworn affidavit/or unsworn declaration under penalty of perjury to verify the information required in paragraph 4a, and serving it on the defendant/tenant, will be sufficient to meet the requirements imposed by paragraph 4a and 4b.
 - iii. Attached to this order is a sample sworn affidavit/or unsworn declaration under penalty of perjury to verify the information required in paragraph 4a, titled *Verification of Compliance with Local, State, and Federal Eviction Requirements*. If a plaintiff/landlord wishes to use another form to comply with this order, the substantive information contained in the sample must be contained in the plaintiff's form.
- c. Plaintiffs/landlords are required to include the last known phone number and email address (if email address is known to the plaintiff) of the defendant(s)/tenant(s) in the sworn original, amended, or supplemental petition. If no known phone number of the defendant(s) is known to the plaintiff/landlord then plaintiff/landlord must affirmatively state in the sworn pleading that no phone number is known. The same remedies as paragraph 4b of this order may be used in this provision.

5. This order does not diminish the Justices of the Peace's ability to continue to issue judgments, orders, and rulings by submission if already authorized by law to do so for non-eviction cases.
6. A Justice Court may require new filings to be limited to E-File (EFileTexas.gov) or to the Justice Court's designated filing email as noticed in each Justice Court's website.
7. Each Justice Court is authorized to limit building access to comply with any recommendations/orders from county public health officials regarding limiting the number of people in a public space or room, including but not limited to screening whether a person's business with the Justice Court falls into court business and limiting the hours a Justice Court is open to the public. If a justice court limits the hours it is open to the public, notice of such limitations shall be posted on the Justice Court's official website and at its main entrance.
8. This order is in effect October 15, 2021 except as otherwise stated herein, and shall remain in effect until modified/rescinded by the Travis County Justices of the Peace. The time periods in this order may be extended in a subsequent order if required.

The undersigned Justice of the Peace has the necessary authority and authorization to sign this order on behalf of the five Justices of the Peace in Travis County. All Justices of the Peace in Travis County approve this order: Judges Yvonne Williams, Randall Slagle, Sylvia Holmes, Raúl González, and Nicholas Chu

Signed on October 15, 2021



Judge Nicholas Chu

On behalf of the Justices of the Peace in Travis County, TX



Verification of Compliance with Local, State, and Federal Eviction Requirements (4 pages) sample document is attached to this order.

CAUSE NO. _____

PLAINTIFF _____

v. _____

DEFENDANT _____

§
§
§
§
§
§

JUSTICE OF THE PEACE

PRECINCT NO. _____

TRAVIS COUNTY, TEXAS

VERIFICATION OF COMPLIANCE WITH LOCAL, STATE, AND FEDERAL EVICTION REQUIREMENTS

My name is: _____

First

Middle

Last

I am (check one) ☐ **the Plaintiff** or ☐ **an authorized agent of the Plaintiff** in the eviction case described at the top of this page. I am capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct.

1. Verification:

- a. Plaintiff is seeking to recover possession of the following property:

Name of Apartment Complex (if any)

Street Address & Unit No. (if any)

City

County

State

ZIP

- b. I verify that this property (select the one that applies): ☐ **is** ☐ **is not** a "covered dwelling" as defined by Section 4024(a)(1) of the CARES Act. The facts on which I base my conclusion are as follows:
(Please identify whether the property has a federally backed mortgage loan or federally backed multifamily mortgage loan, and if not, which database or information you have used to determine that fact.)

(If the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan, please state whether or not: (1) the property is a Low Income Housing Tax Credit (LIHTC) property, (2) the property is federally subsidized under any HUD program, or (3) the property leases to persons with Section 8 vouchers.)

- c. I verify that the premises (select the one that applies): ☐ **is** ☐ **is not** a property securing an FHA-insured Single Family mortgage.

- d. I verify that plaintiff (select the one that applies):
☐ **has** provided the defendant with 30 days' notice to vacate as required under Section 4024(c) of the CARES Act. A copy of the notice is attached to the petition for eviction.
☐ **has not** provided the 30 days' notice, because the property is not a "covered dwelling."

- e. I verify that I ☐ **have** ☐ **have not** reviewed the information about the Texas Eviction Diversion Program, found at www.txcourts.gov/eviction-diversion.

f. I verify that at the time of filing the petition for eviction (check all that apply)
"Rental Assistance Remedies" means the rental assistance programs: Texas Rent Relief Program by the State, Travis County Emergency Rental Assistance Program (ERAP), or City of Austin's Relief of Emergency Needs for Tenants (RENT). "Exhausted" means that all applications for all available Rental Assistance Remedies have been denied or are still pending after 45 days from the date of application.

- ☐ The landlord has a pending application for Rental Assistance Remedies
- ☐ The landlord has exhausted all available Rental Assistance Remedies
- ☐ Either the landlord or tenant is not eligible for any Rental Assistance Remedies
- ☐ The premises are subject to a homestead exemption and the name on the homestead exemption matches the plaintiff/landlord's name
- ☐ I have provided the last known phone number and email address (if known to the plaintiff/landlord) of the defendant(s)/tenant(s) on the petition for eviction; or
- ☐ I affirm no phone number is known for defendant(s) /tenant(s.)

g. I verify that the premises (check all that apply)

- ☐ are in the City of Austin and the grounds for eviction are for non-payment of rent. A "Notice of Proposed Eviction" was given prior to the issuance of a notice to vacate consistent with the Austin municipal ordinance and a copy of this notice, along with the notice to vacate, are attached to the petition for eviction
- ☐ are in the City of Austin but no "Notice of Proposed Eviction" was required
- ☐ are not in the City of Austin

2. Declaration or Notary: Complete only one of the two following sections:

a. **Declaration:** I declare under penalty of perjury that everything in this verification is true and correct. My name is : _____

First Middle Last

My birthdate is: ____/____/____
Month Day Year

My address is:

Street Address & Unit No. (if any) City County State
ZIP

Signed on ____/____/____ in _____ County, Texas.
Month Day Year

Your Signature

OR

b. **Notary:** I declare under penalty of perjury that everything in this verification is true and correct

Your Printed Name

Your Signature (sign only before a notary)

Sworn to and subscribed before me this _____ day of _____, 20____.

CLERK OF THE COURT OR NOTARY

Plaintiff must serve this affidavit to all other parties (including Defendant(s)) in accordance with TRCP 501.4.

CERTIFICATE OF SERVICE

I certify that a copy of this document was provided to all other parties (including Defendant(s)) via the following method(s) (check all that apply):

☐ First Class Mail to: _____ Date: _____
☐ Certified Mail, Return Receipt Requested to: _____
 CMRRR Number: _____ Date: _____
☐ Email to: _____ Date: _____
☐ Fax to: (_____) _____ Date: _____
☐ Hand Delivery to: (name) _____ Date: _____
☐ Other (explain): _____ Date: _____

Print Name

Signature

CARES Act
Public Law 116-136

Sec. 4024 TEMPORARY MORATORIUM ON EVICTION FILINGS.

(a) **DEFINITIONS.**—In this section:

(1) **COVERED DWELLING.**—The term “covered dwelling” means a dwelling that—

(A) is occupied by a tenant—

(i) pursuant to a residential lease; or

(ii) without a lease or with a lease terminable under State law; and

(B) is on or in a covered property.

(2) **COVERED PROPERTY.**—The term “covered property” means any property that—

(A) participates in—

(i) a covered housing program (as defined in section 41411(a) of the Violence Against Women Act of 1994 (34 U.S.C. 12491(a))); or

(ii) the rural housing voucher program under section 542 of the Housing Act of 1949 (42 U.S.C. 1490r); or

(B) has a—

(i) Federally backed mortgage loan; or (ii) Federally backed multifamily mortgage loan.

(3) **DWELLING.**—The term “dwelling”—

(A) has the meaning given the term in section 802 of the Fair Housing Act (42 U.S.C. 3602); and (B) includes houses and dwellings described in section 803(b) of such Act (42 U.S.C. 3603(b)).

(4) **FEDERALLY BACKED MORTGAGE LOAN.**—The term “Federally backed mortgage loan” includes any loan (other than temporary financing such as a construction loan) that —

(A) is secured by a first or subordinate lien on residential real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from 1 to 4 families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and

(B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

(5) **FEDERALLY BACKED MULTIFAMILY MORTGAGE LOAN.**—The term “Federally backed multifamily mortgage loan” includes any loan (other than temporary financing such as a construction loan) that—

(A) is secured by a first or subordinate lien on residential multifamily real property designed principally for the occupancy of 5 or more families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and

(B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way, by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

(b) **MORATORIUM.**—During the 120-day period beginning on the date of enactment of this Act, the lessor of a covered dwelling may not—

(1) make, or cause to be made, any filing with the court of jurisdiction to initiate a legal action to recover possession of the covered dwelling from the tenant for nonpayment of rent or other fees or charges; or

(2) charge fees, penalties, or other charges to the tenant related to such nonpayment of rent.

(c) **NOTICE.**—The lessor of a covered dwelling unit—

(1) may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate; and

(2) may not issue a notice to vacate under paragraph (1) until after the expiration of the period described in subsection (b).

CAUSE NO. _____

PLAINTIFF _____

v. _____

DEFENDANT _____

§
§
§
§
§
§

JUSTICE OF THE PEACE

PRECINCT NO. _____

TRAVIS COUNTY, TEXAS

VERIFICATION OF COMPLIANCE WITH LOCAL, STATE, AND FEDERAL EVICTION REQUIREMENTS

My name is: _____

*First**Middle**Last*

I am (check one) ☐ **the Plaintiff** or ☐ **an authorized agent of the Plaintiff** in the eviction case described at the top of this page. I am capable of making this affidavit. The facts stated in the affidavit are within my personal knowledge and are true and correct.

1. Verification:

- a. Plaintiff is seeking to recover possession of the following property:

Name of Apartment Complex (if any)

Street Address & Unit No. (if any) City County State ZIP

- b. I verify that this property (select the one that applies): ☐ **is** ☐ **is not** a "covered dwelling" as defined by Section 4024(a)(1) of the CARES Act. The facts on which I base my conclusion are as follows:
(Please identify whether the property has a federally backed mortgage loan or federally backed multifamily mortgage loan, and if not, which database or information you have used to determine that fact.)

(If the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan, please state whether or not: (1) the property is a Low Income Housing Tax Credit (LIHTC) property, (2) the property is federally subsidized under any HUD program, or (3) the property leases to persons with Section 8 vouchers.)

- c. I verify that the premises (select the one that applies): ☐ **is** ☐ **is not** a property securing an FHA-insured Single Family mortgage.

- d. I verify that plaintiff (select the one that applies):
☐ **has** provided the defendant with 30 days' notice to vacate as required under Section 4024(c) of the CARES Act. A copy of the notice is attached to the petition for eviction.
☐ **has not** provided the 30 days' notice, because the property is not a "covered dwelling."

- e. I verify that I ☐ **have** ☐ **have not** reviewed the information about the Texas Eviction Diversion Program, found at www.txcourts.gov/eviction-diversion.

- 2. Declaration or Notary:** Complete only one of the two following sections:

Your Signature

OR

CLERK OF THE COURT OR NOTARY

Page 2 of 4

CERTIFICATE OF SERVICE

I certify that a copy of this document was provided to all other parties (including Defendant(s)) via the following method(s) (check all that apply):

☐ First Class Mail to: _____ Date: _____
☐ Certified Mail, Return Receipt Requested to: _____
CMRRR Number: _____ Date: _____
☐ Email to: _____ Date: _____
☐ Fax to: (_____) _____ Date: _____
☐ Hand Delivery to: (name) _____ Date: _____
☐ Other (explain): _____ Date: _____

Print Name

Signature

CARES Act
Public Law 116-136

Sec. 4024 TEMPORARY MORATORIUM ON EVICTION FILINGS.

(a) DEFINITIONS.—In this section:

(1) COVERED DWELLING.—The term “covered dwelling” means a dwelling that—

(A) is occupied by a tenant—

(i) pursuant to a residential lease; or

(ii) without a lease or with a lease terminable under State law; and

(B) is on or in a covered property.

(2) COVERED PROPERTY.—The term “covered property” means any property that—

(A) participates in—

(i) a covered housing program (as defined in section 41411(a) of the Violence Against Women Act of 1994 (34 U.S.C. 12491(a))); or

(ii) the rural housing voucher program under section 542 of the Housing Act of 1949 (42 U.S.C. 1490r); or

(B) has a—

(i) Federally backed mortgage loan; or (ii) Federally backed multifamily mortgage loan.

(3) DWELLING.—The term “dwelling”—

(A) has the meaning given the term in section 802 of the Fair Housing Act (42 U.S.C. 3602); and (B) includes houses and dwellings described in section 803(b) of such Act (42 U.S.C. 3603(b)).

(4) FEDERALLY BACKED MORTGAGE LOAN.—The term “Federally backed mortgage loan” includes any loan (other than temporary financing such as a construction loan) that —

(A) is secured by a first or subordinate lien on residential real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from 1 to 4 families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and

(B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

(5) FEDERALLY BACKED MULTIFAMILY MORTGAGE LOAN.—The term “Federally backed multifamily mortgage loan” includes any loan (other than temporary financing such as a construction loan) that—

(A) is secured by a first or subordinate lien on residential multifamily real property designed principally for the occupancy of 5 or more families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and

(B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way, by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

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(1) make, or cause to be made, any filing with the court of jurisdiction to initiate a legal action to recover possession of the covered dwelling from the tenant for nonpayment of rent or other fees or charges; or

(2) charge fees, penalties, or other charges to the tenant related to such nonpayment of rent.

(c) NOTICE.—The lessor of a covered dwelling unit—

(1) may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate; and

(2) may not issue a notice to vacate under paragraph (1) until after the expiration of the period described in subsection (b).



2021230254

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana DeBeauvoir

**Dana DeBeauvoir, County Clerk
Travis County, Texas**

Oct 16, 2021 01:57 PM

Fee: \$0.00

HERRERAR

STAYS IN FILE